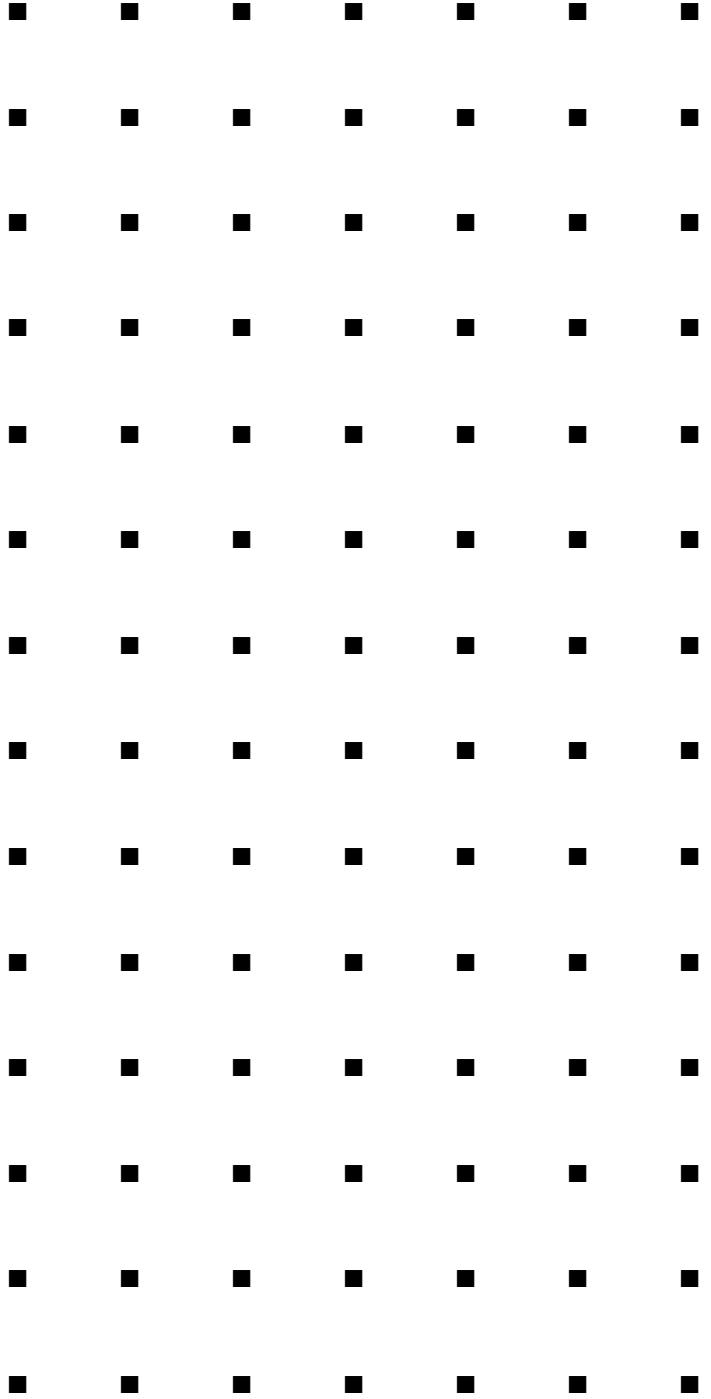


ServerCaresm

NEC

**Express5800/GP Server
Service Warranty
Program**



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Introduction

NEC Solutions (America) Inc. offers one of the strongest warranty programs in the computer industry. For the EXPRESS5800 Series Server, you automatically receive NEC Solutions (America) standard three-year on-site limited warranty.

The ServerCare Service Support Program is described in the following paragraphs.

Program Highlights

NEC's ServerCare Service Support Program offers you the following benefits:

- Three-year, registered, on-site limited warranty on parts and labor
- Next business day response from time of dispatch. An authorized service technician will be on site the following business day once a service call is deemed necessary following trouble-shooting efforts between the customer and NECSAM.¹
- Toll-free technical support five days a week, 9 hours a day (8AM to 5PM local time in the continental US and Canada) Monday through Friday.
- 90 days telephone support for preloaded software
- Available upgrade options for expanded service and support coverage.

¹ NECSAM will use commercially reasonable best efforts to provide next business day on-site service provided call for support is received by 3:00pm, PST. NECSAM is not responsible for service calls missed outside the control of NECSAM. If your location is outside of a NECSAM authorized third party provider's service coverage area, the response time may be longer and/or an additional travel charge may be assessed. In some cases, on-site service may not be available. All service response times are contingent upon parts availability.

Warranty Registration

You may register your system online at:

<http://www.necsam.com/registration/>

Upon receipt of the registration information, you will be registered for ServerCare Service. Registration automatically registers your system for the program, providing you with product updates and program information

Service and Support Options

Once registered for the ServerCare Service Support program, NEC Solutions (America) offers a variety of optional service and support programs. These programs may be purchased directly from NEC Solutions (America), separately or in combination.

For enhanced service response, NEC Solutions (America) offers optional periods of coverage response times:

- **HARDWARE TELEPHONE SUPPORT COVERAGE**

- ◆ 24 Hours/Day, 7 Days/Week, Support Coverage

- **TO ORDER ADDITIONAL SERVICE AND SUPPORT OPTIONS PLEASE CALL :**

1-866-632-3226

Registered Limited Warranty

NEC Solutions (America) warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

How Long is the Registered Limited Warranty?

Parts and Labor are warranted for three (3) years from the date of the first consumer purchase. Spare parts are warranted for ninety (90) days.

Who is Protected?

This warranty may be enforced only by the first consumer purchaser and is not transferable.

What is Covered and What is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product which is not distributed in the U.S.A. or Canada by NEC Solutions (America).
2. Any Product on which the serial number has been defaced, modified, or removed.
3. Any Product that has been removed from the U.S.A. or Canada.
4. Damage, deterioration, or malfunction resulting from:
 - Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.
 - Alteration, repair or attempted repair by anyone not authorized by NEC Solutions (America).
 - Any shipment of the Product (claims must be presented to the carrier).
 - Removal or installation of the Product.
 - Any other cause, which does not relate to a Product defect.

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5. Cartons, carrying cases, batteries, external cabinets, magnetic tapes, or any accessories used in connection with the Product.
 6. This warranty covers only NEC Solutions (America)-supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software.

What NEC Solutions (America) Will Pay For and what NEC Solutions (America) Will Not Pay For

NEC Solutions (America) will pay labor and material expenses for covered items, but NEC Solutions (America) will not pay for the following:

1. Removal or installation charges.
2. Costs of initial technical adjustments (set-up), including adjustment of user controls.
3. Payment of shipping and related charges incurred in returning the Product for warranty repair.

How You Can Get Warranty Service

On-Site Service. For three years, NEC Solutions (America) provides an on-site limited warranty service for all EXPRESS5800 servers installed within a 50-mile radius of a NEC Solutions (America) authorized third party service provider.

On-site service (three years) assures you that a qualified technician will arrive at your site the next business day from the time of dispatch.²

On-site warranty service may be obtained by contacting NEC Solutions (America) by calling 1-866-269-1239. Beyond the 50-mile radius, travel charges will be applied.

² NECSAM will use commercially reasonable best efforts to provide next business day on-site service provided call for support is received by 3:00pm PST, Monday through Friday.

Carry-In/Return to Factory. You also have the option of returning the product to a NEC Solutions (America) Authorized Service Center, or directly to an NEC Solutions (America) factory repair depot. It shall be your obligation and expense to ship the product, freight prepaid, or to deliver it to a NEC Solutions (America) authorized service center or other facility authorized by NEC Solutions (America) to render the warranty services. The product should be shipped in either the original package or a similar package affording an equal degree of protection.

NEC Solutions (America) may require that you provide the original bill of sale or receipt as proof of purchase in order to obtain warranty service. Please retain such proof of purchase with your records.

Limitation of Damages and Implied Warranties

NEC Solutions (America)'s sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Solutions (America) shall not be liable for:

1. Damage to other property caused by any defects in this product, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss; or
2. Any other damages of any kind.

NEC SOLUTIONS (AMERICA) MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you."

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC Solutions (America) for service *MUST* have prior approval. This may be obtained by calling **1-866-269-1239**.

This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors.

While NEC Solutions (America) products are considered to be compatible with many systems, the specific functional implementation by the customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC Solutions (America).

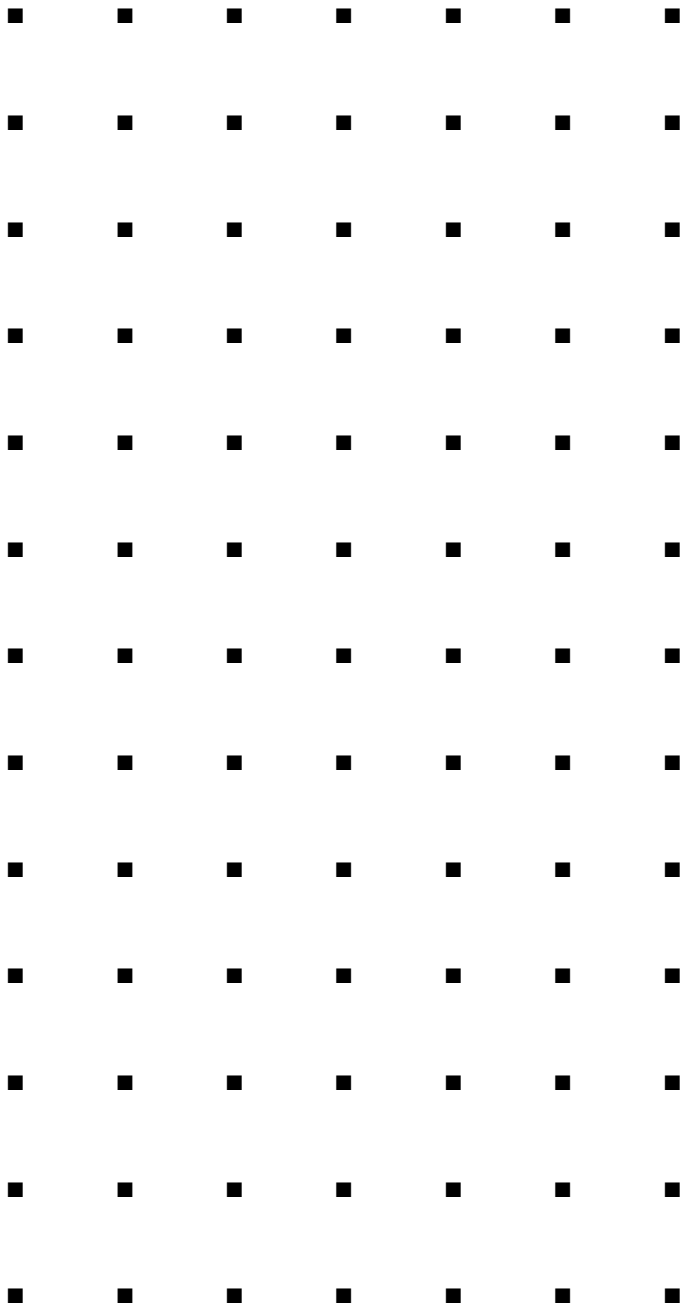
For more information, telephone **1-866-269-1239**.

Register Today!

It's quick and convenient to register your new NEC Solutions (America) Express5800/GP Server so that you'll receive the fastest service and support we have to offer.

It's easy! To register online, just go to:
<http://www.necsam.com/registration>

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